Supreme Court, U.S.
FILED
MAY 24 1993
OFFICE OF THE CLERK

No. 92-1695

(2)

IN THE
Supreme Court of the United States
OCTOBER TERM, 1992

UNITED STATES OF AMERICA, *ex rel.*
KREINDLER & KREINDLER,
Petitioner,

v.

UNITED TECHNOLOGIES CORPORATION,
Respondent.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Second Circuit

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RESPONDENT'S BRIEF IN OPPOSITION

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28 pp

COUNTERSTATEMENT OF THE QUESTION PRESENTED

Whether the jurisdictional bar of 31 U.S.C. § 3730 (e)(4) against *qui tam* actions "based upon the public disclosure of allegations or transactions in a . . . civil . . . hearing" bars a *qui tam* action based on information that the relator, a law firm, acquired through discovery in a prior products liability action and set forth in documents filed with the district court in the prior action.

DESIGNATION OF CORPORATE RELATIONSHIPS

United Technologies Corporation has no parent corporations. A list of United Technologies Corporation's subsidiaries and affiliates (except for wholly-owned subsidiaries) is attached as an Appendix to this brief.

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RESPONDENT'S BRIEF IN OPPOSITION

The decision below is correct, and rests upon the plain language of the False Claims Act. It does not conflict with the decision of any other Court of Appeals; on the contrary, every other Court of Appeals that has faced the issue has reached the same conclusion. Petitioner seeks to amend, rather than interpret, the False Claims Act.

COUNTERSTATEMENT OF THE CASE

Petitioner Kreindler and Kreindler is a New York law firm that specializes in representing plaintiffs in litigation arising out of air crashes. In 1982, an Army Black Hawk helicopter, manufactured and sold to the United States by respondent United Technologies Corporation ("UTC"),

crashed at Fort Campbell, Kentucky, killing warrant officer Charles Bryant. Mr. Bryant's widow, Audrey Bryant, retained petitioner to represent her in a product-liability action against UTC on a contingent fee basis. *See Bryant v. Sikorsky Aircraft*, 83 Civ. 992 (N.D.N.Y.).[1]

The Army's contract specifications for the Black Hawk helicopter required that the blades be capable of being folded to allow the helicopter to be transported aboard military cargo aircraft. Pet. App. at 5a; *United States ex rel. Kreindler & Kreindler v. United Technologies Corp.*, 985 F.2d 1148, 1150 (2d Cir. 1993). Folding the blades without disconnecting the pitch control rods attached to them placed unacceptable pressure on the control assembly of the helicopter. *Id.*; 985 F.2d at 1150-51. UTC's initial design for the Black Hawk utilized "blade fold pins," which could be inserted into the control assembly, to segregate this pressure from the control assembly. Had this concept worked, the use of blade fold pins could have obviated the need to disconnect the pitch control rods prior to folding the blades. Subsequent engineering changes, however, prevented the use of blade fold pins,[2] so by 1978 UTC abandoned the concept with the full knowledge of the Army officials in charge of the Black Hawk project. Pet. App. at 6a; 985 F.2d at 1151.

Contrary to petitioner's contention, UTC was free to delete blade fold pins from the helicopter's design because the contract, while requiring blade folding capability, did not require blade fold pins. Pet. App. at 5a; 985 F.2d at 1151. UTC instead instructed the Army to disconnect the pitch control rods prior to folding the blades in order to prevent damage to the control assembly.

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[1] Sikorsky Aircraft is the UTC division that manufactures the Black Hawk.

[2] Moreover, the Black Hawk was too tall to fit on several military transport aircraft without disassembling the rotor assembly—in these cases, the pitch control rods had to be disconnected in any event.

On November 15, 1979, while observing Army training exercises, UTC and Army officials discovered that some Army units had been folding the helicopter blades without disconnecting the pitch control rods. This had caused the Fafnir bearing in the control assembly of some helicopters to crack.[3] As a result of this discovery, the commander of the Army Aviation Systems Command (AVSCOM), the entity in charge of purchasing the Black Hawk for the Army, circulated a memorandum to all Army field units using the Black Hawk, advising them that failure to disconnect the pitch control rods could result in damage to the Fafnir bearing. Pet. App. at 7a; 985 F.2d at 1151. The memorandum further advised all Army units to inspect their helicopters and replace any damaged bearings.

The *Bryant* litigation involved one of the 115 Black Hawks that contained a Fafnir bearing; investigation showed that the bearing may have failed as a result of damage caused by folding the blades without disconnecting the pitch control rods. Petitioner contended in the *Bryant* action that the blade fold pins were a contract requirement—an allegation denied by UTC.[4]

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[3] The Army specifications for the Black Hawk required the use of "off the shelf" components wherever possible. The first production Black Hawks used a bearing in the control assembly manufactured by the Fafnir bearing company. In 1979, the Fafnir catalogue warned against the use of this bearing in certain applications because it was susceptible to cracks. Pet. App. at 7a; 985 F.2d at 1151. On November 6, 1979, UTC initiated an engineering change that would allow it to replace the Fafnir bearing with a solid roller. As a result, only the first 115 Black Hawks produced by UTC used the Fafnir bearing.

[4] The same contention—that the contract between UTC and the Army required blade fold pins—is the sole basis for petitioner's False Claims Act claims. Although petitioner persisted with this allegation in the district court and in its briefs to the Second Circuit, counsel for petitioner conceded at oral argument in the Second Circuit that the contract did not specifically require blade fold pins. *See* Pet. App. at 5a; 985 F.2d at 1151.

Petitioner, Mrs. Bryant and UTC agreed to a protective order in the *Bryant* case which stated that all documents and information provided to petitioner and Mrs. Bryant were "confidential and proprietary information which shall be used by plaintiffs *solely for the purposes of* [*the Bryant*] action" and were to be returned immediately after the termination of that action. Pet. App. at 4a-5a; 985 F.2d at 1150. After petitioner executed the protective order, UTC produced numerous documents to petitioner detailing, among other things, the history of the "blade fold pin" concept and its relationship to the Fafnir bearing.

In November 1986, UTC moved for summary judgment in the *Bryant* action. In connection with this motion, both UTC and petitioner filed with the district court various documents that UTC had provided to petitioner in discovery. These documents were not filed under seal, and were consequently available to anyone who wished to view the district court public docket file. Pet. App. at 21a; 985 F.2d at 1158.

The *Bryant* litigation was settled by a written agreement, which was expressly made binding upon petitioner and Mrs. Bryant. Pet. App. 5a; 985 F.2d at 1150. As part of that settlement, petitioner agreed to return all documents it had received in discovery and to otherwise abide by the terms of the earlier protective order, including the provision that information provided to Mrs. Bryant or petitioner in the *Bryant* action would be used *solely* in connection with *that* litigation. *Id.* As a result of the settlement, UTC paid Mrs. Bryant a sum of money (from which petitioner received a court-approved attorney's fee).

Notwithstanding the terms of the settlement agreement, petitioner used the information it acquired in *Bryant* to bring this action under the *qui tam* provisions of the False Claims Act, 31 U.S.C. §§ 3729-3733 (1988) in Decem-

ber 1987.[5] The complaint alleged that every one of the more than 700 UH-60A Black Hawk helicopters manufactured by respondent UTC and sold to the United States since 1978 failed to meet contract specifications, because they did not include "blade fold pins." Pet. at 4. The complaint specifically alleged that the action was based upon the information that petitioner learned while representing Mrs. Bryant in the earlier litigation.

Petitioner filed its complaint under seal with the district court, as required by 31 U.S.C. § 3730(b)(2), and forwarded a copy to the United States Department of Justice, which has the option under 31 U.S.C. § 3730(b)(4)(A), of conducting the action. Pet. App. at 9a; 985 F.2d at 1152. After investigating the claim, the Justice Department informed the district court that it was declining to pursue the action.

UTC filed motions to dismiss, and for summary judgment. The district court granted summary judgment in UTC's favor on statute of limitations grounds, concluding that the six year statute of limitations had run because no false claims had been submitted to the government after 1979. The court noted that there could have been no false claims after 1979 because "none of the helicopters delivered to the Army had blade fold pins, a fact that was obvious to the Army [by 1979]," and the officials in charge of the Army Aviation Systems Command (AVSCOM) knew that UTC had abandoned the "blade fold pin" concept. Pet. App. at 41a-42a; 777 F. Supp. at 204.

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[5] Petitioner brought the action on its own behalf, rather than on behalf of Mrs. Bryant, apparently assuming that the information it had acquired in connection with its prior representation of Mrs. Bryant belonged to the law firm, rather than its client.

The United States Court of Appeals for the Second Circuit affirmed the dismissal of the action, but on a ground not reached by the district court. The Second Circuit concluded that the district court lacked subject matter jurisdiction under 31 U.S.C. § 3730(e)(4) because the transactions alleged in petitioner's complaint had been "publicly disclosed" in the *Bryant* action. Pet. App. at 20a-25a; 985 F.2d at 1157-59.[6] The Second Circuit declined to address UTC's argument that petitioner's action should be dismissed because it had been brought in violation of the *Bryant* settlement agreement, which expressly prohibited petitioner from using the information it had obtained in that action for any other purpose. Pet. App. at 22a; 985 F.2d at 1158 n.4. Petitioner seeks review of the Second Circuit's application of 31 U.S.C. § 3730 (e)(4).

REASONS FOR DENYING THE WRIT

The False Claims Act provides in pertinent part:

> (A) No court shall have jurisdiction over an action under this section based upon the public disclosure of allegations or transactions in a criminal, *civil*, or administrative hearing, in a congressional, administrative, or Government Accounting Office report, hearing, audit, or investigation, or from the news media, unless the action is brought by the Attorney General or the person bringing the action is an original source of the *information*.

31 U.S.C. § 3730(e)(4)(A) (emphasis added). Contrary to petitioner's assertion, there is no "confusion and conflict" in the courts of appeals over the proper interpretation of section 3730(e)(4)(A). Every court of appeals that has addressed the issue has concluded that *qui tam* actions based on information that was publicly

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[6] The court of appeals disapproved of some of the district court's *reasoning*, but never addressed the propriety of the district court's *conclusion* that UTC had not submitted any false claims.

disclosed in prior civil litigation are barred under section 3730(e)(4)(A).

Petitioner's real argument is that 31 U.S.C. § 3730(e)(4) means something other than what it says, and that the courts have consistently interpreted section 3730(e)(4) in a manner that "frustrates" congressional "intent," which petitioner attempts to divine from selected excerpts of the Act's legislative history. Pet. at 11-13.

I. THERE IS NO CONFLICT AMONG THE COURTS OF APPEALS IN THE INTERPRETATION OF SECTION 3730(e)(4).

Petitioner's suggestion that there is "conflict" among the Circuits in the interpretation of section 3730(e)(4) is without merit. The Courts of Appeals have *consistently* interpreted the language of the False Claims Act in a manner that bars *qui tam* actions like the one in this case.

A. "Public Disclosure."

Petitioner contends that the Second Circuit erred because section 3730(e)(4)(A), despite its plain reference to "civil" litigation, bars only actions based on information that was publicly disclosed *by the government*. No Court of Appeals has ever adopted this unique interpretation of the False Claims Act.[7] Every Court of Appeals that has addressed the issue has concluded that disclosure of information in civil litigation is "public disclosure" of that information sufficient to bar a subsequent *qui tam* action based on it. *United States ex rel. Stinson v. Prudential Ins. Co.*, 944 F.2d 1149 (3rd Cir. 1991); *United States ex rel. Precision Co. v. Koch*, 971 F.2d 548 (10th Cir. 1992), *cert. denied*, 113 S. Ct. 1364 (1993); *Houck*

[7] Even the dissent in *United States ex rel. Stinson v. Prudential Ins. Co.*, 944 F.2d 1149 (3rd Cir. 1991), rejected the argument that section 3730(e)(4) applies only to governmental disclosures. *Id.* at 1168 n.1 (Scirica, J., dissenting).

on Behalf of the United States v. Folding Carton Admin. Comm., 881 F.2d 494 (7th Cir. 1989), *cert. denied*, 494 U.S. 1026 (1990).

Petitioner argues that these cases "conflict" with the First Circuit's holding in *United States ex rel. LeBlanc v. Raytheon Co., Inc.*, 913 F.2d 17 (1st Cir. 1990), *cert. denied*, 111 S. Ct. 1312 (1991). Contrary to petitioner's assertion, however, *LeBlanc* did not hold that the jurisdictional bar of section 3730(e)(4)(A) is limited to actions based on information made public during a *government* hearing, investigation or audit. Pet. at 8, 18-19.

The relator in *LeBlanc* was a government employee charged with investigating a defense contractor's performance of a government contract. He uncovered violations by the defense contractor, and reported them to his superiors, who took appropriate action. *United States ex rel. LeBlanc v. Raytheon Co., Inc.*, 729 F. Supp. 170 (D. Mass. 1990), *aff'd*, 913 F.2d 17 (1st Cir. 1990), *cert. denied*, 111 S. Ct. 1312 (1991). After he was discharged from federal employment, LeBlanc brought a *qui tam* action against the defense contractor, based on the matters he had discovered during his investigation. *Id.* The First Circuit affirmed the district court's dismissal of the action on the ground it was based upon information that had been "publicly disclosed" in a government investigation. 913 F.2d at 20. Nowhere in its opinion did the court even suggest that section 3730(e)(4)(A) applies *only* to governmental public disclosures.

B. "Allegations or Transactions."

Petitioner contends that the Second Circuit erred because it failed to analyze whether this action was based on "allegations or transactions" that were publicly disclosed in the *Bryant* litigation. Pet. at 15. It is not disputed that all of the facts upon which petitioner based its allegations of "fraud" were revealed in documents

filed with the district court in *Bryant*. Petitioner argues that section 3730(e)(4)(A) does not bar this action because petitioner's allegations of fraud—as distinguished from the facts upon which they are based—were not themselves publicly disclosed.[8] In support, petitioner quotes—out of context—language from *Wang v. FMC Corp.*, 975 F.2d 1412 (9th Cir. 1992), to the effect that section 3730(e)(4) bars actions based on publicly disclosed " 'allegations or transactions,' not *information*." *Id.* at 1418 (emphasis added). The *Wang* court continued with the explanation (omitted by petitioner):

> [T]his distinction *rarely matters* in applying the Act, because where the public knows of information proving an allegation, it necessarily knows of the allegation itself.

Id. (emphasis added).

The documents filed with the district court in *Bryant* disclosed *all* of the *facts* upon which petitioner based its claims of fraud, including the transactions between UTC and the government relating to the "blade fold pin" concept. Petitioner's contention that no one would be able to glean from this filed information that UTC had "submitted false claims to the government" (Pet. at 16) is true only in the sense that these facts simply do not support petitioner's allegations. Nonetheless, anyone else, after reading the court file, could have constructed a claim of "fraud" on the part of UTC for its failure to deliver blade fold pins in the same manner petitioner did. Thus, this is not one of the rare cases in which "the distinction" between "allegations" and "information" "matters." *See Wang*, 975 F.2d at 1418.

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[8] Section 3730(e)(4)(A) bars *qui tam* actions based on "transactions," as well as "allegations," that have been disclosed in civil litigation. Petitioner does not explain why the bar on *qui tam* actions based on publicly disclosed "transactions" does not apply in this case.

C. "Original Source."

No Court of Appeals has concluded that a law firm that receives information while representing a client in litigation qualifies as an "original source" of that information. *See Stinson*, 944 F.2d at 1160-61; *cf. United States ex rel. John Doe v. John Doe Corp.*, 960 F.2d 318 (2d Cir. 1992). Moreover, the plain and unambiguous language of the False Claims Act provides that no one may qualify as an "original source" unless that person "has voluntarily provided the information to the Government *before* filing [a *qui tam*] action." 31 U.S.C. § 3730(e)(4)(B) (emphasis added). Petitioner does not suggest that it provided the information upon which it based this action to the government before filing the action. This Court therefore need not further consider petitioner's claim that it is an "original source." *See United States v. Ron Pair Enterprises*, 489 U.S. 235, 242 (1989) (plain language of statute is conclusive of Court's inquiry).

II. NEITHER THE LANGUAGE NOR THE LEGISLATIVE HISTORY OF THE FALSE CLAIMS AMENDMENT ACT OF 1986 SUPPORTS PETITIONER'S CONTENTION THAT SECTION 3730(e)(4)(A) ONLY BARS *QUI TAM* ACTIONS BASED ON INFORMATION DISCLOSED BY THE GOVERNMENT.

The False Claims Act provides in pertinent part:

> (A) No court shall have jurisdiction over an action under this section based upon the public disclosure of allegations or transactions in a . . . *civil* . . . hearing . . . unless . . . the person bringing the action is an original source of the *information*.

31 U.S.C. § 3730(e)(4)(A) (emphasis added). This language plainly bars *qui tam* actions based upon "transactions" or information publicly disclosed in civil litigation. It is undisputed that the transactions and information upon which petitioner bases its claim that UTC

defrauded the government (*i.e.* by failing to incorporate blade fold pins into the design of the Black Hawk helicopter) were publicly disclosed in documents filed with the district court in the *Bryant* litigation.

Section 3730(e)(4) represents a legislative choice between competing values: a desire to prevent fraud by government contractors and a desire to prevent a proliferation of "parasitic" *qui tam* lawsuits. Congress has made the choice between the two competing values. The plain language of the False Claims Act bars plaintiff's claims, and every Court of Appeals that has faced the issue has so held.

This Court should enforce that legislative choice rather than substitute its judgment for that of Congress, as petitioner asks.

> Deciding what competing values will or will not be sacrificed to the achievement of a particular objective is the very essence of legislative choice—and it frustrates rather than effectuates legislative intent simplistically to assume that *whatever* furthers the statute's primary objective must be the law.

Rodriguez v. United States, 480 U.S. 522, 526 (1987) (emphasis in original). Petitioner's argument that the Courts of Appeals' interpretation of section 3730(e)(4) frustrates the Act's primary "purpose" ignores Congress' intention to prevent "parasitic" lawsuits like this one.

Petitioner theorizes that Congress, in using the term "public disclosure" in section 3730(e)(4)(A) only intended to bar *qui tam* actions based upon "Governmental disclosure." Pet. at 12. Petitioner contends that therefore its action cannot be barred, because it is not based on information disclosed by the government. The main problem with petitioner's contrived interpretation is its complete disregard of the actual language of the statute.

Given the plain and unambiguous language of section 3730(e)(4)(A), the Court should decline petitioner's

invitation to examine the legislative history of the False Claims Act. Moreover, the legislative history does not even support petitioner's strained interpretation of the Act. Petitioner's argument that the courts' uniform interpretations of the "public disclosure" provisions are contrary to Congress' "intent" and produce "absurd" results relies almost exclusively on the comments of Senator Grassley regarding an earlier version of the bill. Pet. at 12.

The initial version of the bill to amend the False Claims Act contained provisions that would have barred only actions based on information that had been publicly disclosed by the government.[9] It was substantially revised by the Senate Judiciary Committee. The bill reported out of the Committee on July 28, 1986 would have allowed individuals to bring *qui tam* suits based on publicly disclosed information so long as the government had not acted on the information within six months after the public disclosure.[10]

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[9] The bill provided that the district court must dismiss a *qui tam* suit if

> (A) the action is based on specific evidence or specific *information the Government has disclosed* as a basis for allegations made in a prior administrative, civil, or criminal proceeding; or,
>
> (B) the action is based on specific *information disclosed during the course of a congressional investigation or* based on specific public information *disseminated by the news media.*

S. 1562, 99th Cong., 1st Sess., § 2(5) (1985) (emphasis added).

[10] (4) In no event may a person bring an action under this section based upon allegations or transactions which are the subject of a civil suit in which the Government is already a party, or within six months of the disclosure of specific information relating to such allegations in a criminal, civil, or administrative hearing, a congressional or Government Accounting Office report, or from the news media.

S. Rep. No. 99-345, 99th Cong., 2d Sess. at 43 (1986).

On August 11, 1986, Senator Grassley introduced major revisions to this provision. These revisions were the first to preclude *qui tam* suits based on information that had been publicly disclosed in civil litigation, and the first to introduce the "original source" requirement. 132 Cong. Rec. 20531 (1986). Petitioner relies on Senator Grassley's remarks accompanying these revisions for its contention that the only "public disclosure" that may bar a *qui tam* action is "Government disclosure." Pet. at 11-12 (quoting 132 Cong. Rec. 20536 (1986)).

Senator Grassley's remarks—even assuming that they are evidence of Congress' intent—refer only to the definition of "original source," and say nothing about the meaning of "public disclosure." *See* 132 Cong. Rec. 20536. The statute uses the term "the Government" only in the definition of "original source." Similarly, Senator Grassley's sole reference to "public disclosure" is in connection with the requirement that an original source voluntarily disclose his information to the "Government" before filing a *qui tam* action. Nothing in Senator Grassley's remarks purports to limit the jurisdictional bar of section 3730(e)(4)(A) *only* to governmental disclosure.[11]

In sum, this case is about a law firm's attempt to bring a *qui tam* action based upon information that was publicly disclosed in prior civil litigation. Congress intended to bar such actions, as the plain and unambiguous language of section 3730(e)(4)(A) makes clear, and as every

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[11] Petitioner also relies on "legislative history" inserted into the Congressional Record by Representative Berman on October 7, 1986 in support of its contention that section 3730(e)(4)(A) only applies to governmental disclosures. This legislative history, drafted prior to the October 7, 1986 proceedings in the House, refers to the *House* version of the bill to amend the False Claims Act. 132 Cong. Rec. 29321 (1986). Representative Berman's "legislative history" is therefore meaningless, because the House considered the *Senate* version of the bill rather than its own version. 132 Cong. Rec. 29315 (1986).

court of appeals that has addressed the issue has concluded. Petitioner's contrived interpretation of the term "public disclosure" thus lacks support in the language of the statute, the legislative history of the statute and the opinion of the federal courts interpreting the statute.

Recent legislative events make clear the inappropriateness of the Court's intervention in this case. On April 29, 1993, one week after petitioner filed its petition for a writ of certiorari with this Court, Senator Grassley introduced a bill that would significantly amend 31 U.S.C. § 3730 (e)(4). S. 841, 103rd Cong., 1st Sess. (1993), *reprinted in* 139 Cong. Rec. S5179 (April 29, 1993). Specifically, the bill would delete entirely the current jurisdictional bar on *qui tam* actions that are based on "publicly disclosed" information, which Senator Grassley now believes is "overly broad." 139 Cong. Rec. S5180-81 (April 29, 1993). Senator Grassley's summary of the bill notes that it was prompted in part by the Second Circuit's decision in this case. 139 Cong. Rec. S5181 (April 29, 1993).

Finally, this case is particularly unworthy of the Court's attention because the undisputed facts, as found by the district court, demonstrate that UTC submitted no false claims to the government. The Army continued to purchase Black Hawk helicopters after 1979 when it acquired full knowledge that the helicopters did not utilize "blade fold pins." Moreover, in the last five and one half years, after petitioner's complaint disclosed its claims of "fraud," the United States has purchased hundreds of Black Hawk helicopters in exactly the same configuration, without once complaining about the lack of "blade fold pins." Thus, even if the district court had jurisdiction to entertain them, petitioner's claim of "fraud" must be dismissed on the merits.

CONCLUSION

For the foregoing reasons, the petition for a Writ of Certiorari should be denied.

Respectfully submitted,

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May 24, 1993

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APPENDIX

APPENDIX

SUBSIDIARIES AND AFFILIATES OF UNITED TECHNOLOGIES CORPORATION

Name	State or Country of Incorporation
Administradora Carrier De Servicios S.A.	Mexico
Caricor AR Condicionado E Refrigeracao Do Brasil LTDA	Brazil
Caricor Q-Carrier (B) Sendirian Berhad	Brunei
Link-Carlyle Ltd.	Thailand
Carrier Air Conditioning Egypt, Ltd.	Egypt
Carrier International of Bahrain, E.C.	Bahrain
Ca-Nor Kjoleindustrie A/S	Norway
Carrier Forsaljnings A.B.	Sweden
Carrier Air Conditioning (P.N.G.) Pty. Ltd.	New Guinea
Weathermaker (New Zealand) Limited	New Zealand
Carrier Aircon Limited	India
Tempcon Industries	Quebec
Carrier China Limited 0211	Hong Kong
Shanghai Hezhong Carrier A/C Equipment Co. Ltd.	P.R.C.
Shanghai Ton Hui Carrier A/C Equipment Co. Ltd.	P.R.C.
Shenzhen Carrier Service Company	Spain
Carrier Espana S.A.	Guam
Carrier Hong Kong Limited	Hong Kong
Carrican Enterprises	Taiwan, R.O.C.
Carrier Comfort Company Limited	Hong Kong
Carrier International of Bahrain, E.C.	Bahrain
Carrier International Sdn. Berhad	Malaysia
Carrier Experts Service (Central Malaysia) Sdn. Bhd.	Malaysia
ABAC for Air Conditioning (Adel Bishara & Co.)	Egypt
Carrier Air Conditioning Egypt Ltd.	Egypt
Carrier Saudi Service Company	Saudi Arabia
UTS Carrier	United Arab Emirates
Carrier Taiwan Co., Ltd.	Taiwan R.O.C.
Carrier Zonepak Limited	New Zealand
Carrier Transicold de Mexico S.A. DeC.V.	Mexico
Clymalynx A.G.	Liechtenstein
Compu-Home Systems, Inc.	Delaware
Daewoo Carrier Corporation	Korea
Delchi Carrier S.P.A.	Italy

Name	State or Country of Incorporation
Carlo Eisner S.P.A.	Italy
Carrier Frimar Srl.	Italy
Gate S.P.A.	Italy
Gate France S.A.	France
United Technologies Gate Espana S.A.	Spain
Transicold Italia S.P.A.	Italy
Ebara Carrier Co. Ltd.	Japan
Empresas Carrier, S.A. de C.V.	Mexico
Carrier Mexico S.A. de C.V.	Mexico
Industrias Consolidadas Monterrey S.A. de C.V.	Mexico
Manufacturas Especializadas, S.A. (Mesa)	Mexico
Entalpia S.A. de C.V.	Mexico
Carrier Transicold de Mexico S.A. de C.V.	Mexico
Carrier Fes Ltd.	United Kingdom
Grimm-Carrier Ltd.	Thailand
Manufacturera De Equipos Para Refrigeracion y Aire Acondicionado	Colombia
N.V. Carrier	Belgium
Climatech N.V.	Belgium
Springer Carrier Do Nordeste S.A.	Brazil
Climazon Industrial LTDA.	Brazil
Springer Amazonia Refrigeracao S.A.	Brazil
Toyo Carrier Engineering Co., Ltd.	Japan
Carrier Higashi-Chugoku Co., Ltd.,	Japan
Carrier Nishi Chugoku Co. Ltd.	Japan
General Aircon Tecnica Inc.	Japan
Keihih Sobi Co., Ltd.	Japan
United Technologies Building Systems Company Japan	Japan
NIT Intelligent Planning & Development Co. Ltd.	Japan
U.I. Holdings S.A.	Switzerland
Carrier Services S.A.	Switzerland
Winner Airconditioning, S.A.	Switzerland
Interclisa-Carrier S.A.	Italy
Vegotrans B.V.	Netherlands
Carrier S.A.	France
Carter Wind Systems, Inc.	Texas
Composite Materials Characterization, Inc.	Delaware
Daewood-Sikorsky Aerospace, Ltd.	Korea
Dow-United Technologies Composite Products, Inc.	Delaware
Engineered Coatings, Inc.	Delaware
F.N. Moteurs	Belgium

Name	State or Country of Incorporation
Fata-European Group S.R.L.	Italy
IAE International Aero Engines, A.G.	Switzerland
International Fuel Cells Corporation	Maryland
CLC S.R.L.	Italy
Mizar Incorporated	Minnesota
Norsk Jethotor	Norway
Ascensores Otis S.A. Industrial Commercial Inmobiliaria y Financiera	Argentina
Burkhard Gantenbein Asansor Sanayi ve Ticaret Anonih Sirketi	Turkey
China Tianjin Otis Elevator Company, Ltd.	China
Caricor Ar condicionado E Refrigeracao Do Brasil Ltda.	Brazil
Hancock Otis Elevator Company, Ltd.	Korea
National Trading Corporation S.A.L.	Lebanon
Otis Elevator Company	Japan
Otis (Formerly Ascenseurs Gendre Otis S.A.)	Switzerland
Val-Lift S.A.	Switzerland
Otis Elevadores S.A.	Portugal
Otis Elevatore Company (Thailand) Ltd.	Thailand
Pernas Otis Elevator Company Sdn., Bhd.	Malaysia
Otis Elevator Company	Kuwait
Otis Elevator Company (Egypt) S.A.E.	Egypt
Otis Elevator Company (India) Limited	India
Otis Elevator Company Limited	South Africa
Melcorp	South Africa
Guide Rails Pty. Ltd.	Australia
Otis Elevator Company S.A.L.	Lebanon
Jordan Elevator Overseas Ltd.	Channel Islands
Otis Elevator Saudi Arabia Ltd.	Saudi Arabia
Otis Europe S.A.	France
General Technic Otis S.A.	Luxembourg
Gestem S.A.	Belgium
Otis (Formerly Ascinter-Otis S.A.)	France
Ascenseurs Walter Sangalli S.A.	France
Compagnie Francaise D'Ascenseurs	France
Monitor SNC	
Otis Haroc S.A.	Morocco
Portis SNC	France
Sari Maintenance S.A.	France
Schunt Elevator S.A.	France
ETS Louis Gueniot & Cie	France
Societe Rhodanienne Ascenseurs E Monte-Charge	France

Name	State or Country of Incorporation
Sodica S.A.	France
Technologies Maintenance Services S.A.	France
Otis Escalator G.H.B.H.	Germany
Otis Italia, S.P.A.	Italy
B.B.F. SRL	Italy
Baha SRL	Italy
CEAM Servizi Adriatica, SRL	Italy
CEAM Servizi Firenze	Italy
CEAM Servizi Maremma	Italy
CEAM Servizi Tirrenica	Italy
CEAM Servizi Torino	Italy
Prato Ascensori SRL	Italy
Sama Ascensori SRL	Italy
Selitsud SRL	Italy
Otis Gesellschaft M.G.H.	Italy
Otis DY	Finland
P.T. Citas Otis Elevator	Indonesia
Tatung Otis Elevator Company	Taiwan
Helcorp	South Africa
United Technologies Automotive Portugal L.D.A.	Portugal
Bryant Air Conditioning Company Ltd.	United Kingdom
Carrier Commercial Refrigeration Limited	United Kingdom
Carrier European and Transcontinental Operations Limited	United Kingdom
Carrier FES Ltd.	United Kingdom
Carrier Commercial Refrigeration Limited	United Kingdom
Carrier Service Limited	United Kingdom
F.S. Salisbury Limited	United Kingdom
Carrier Transcontinental Company Limited	United Kingdom
First Technology PLC.	United Kingdom
United Technologies Automotive Portugal L.D.A.	Portugal
John Cole Mechanical Services Ltd.	United Kingdom
Otis St. Petersburg	Russia
Scherbinka Otis Lift	Russia
Envirotest Systems Corp.	Delaware
United Technologies Automotive Clifford Limited	United Kingdom
United Technologies Automotive Elmgrove Limited	United Kingdom
Ut-Cha Automotive Ltd.	United Kingdom
Weathermaker Equipment and Ductwork Engineering Systems Limited	United Kingdom
Westland Group PLC	United Kingdom
Zardoya Otis, S.A.	Spain

Name	State or Country of Incorporation
Ascensores Angulo S.A.	Spain
Ascensores Serra	Spain
Ascensores y Montacargas Egures S.A.	Peru
Elevadores Canarios S.A.	Spain
Elevadores Del Maresme, S.A.	Spain
Frase, S.A.	Spain
Gensa	Spain
Ingar S.A.	Spain
Mercapital	Spain
Mototraccion Electrica Latierro S.A.	Spain
PDES Inc.	Delaware
Pratt & Whitney Canada Inc.	Canada
P&WC Aircraft Services (A'Asia) Pty. Ltd.	Australia
Pratt & Whitney (Kalisz) Sp. Z.O.O.	Poland
Ratier-Forest/G.S.P.	France
Salzgitter Oberflashentechnik, GHBH	Germany
Samsung-United Aerospace Co. Ltd.	Korea
Hancock-Sheller Chusik Hoesa	Korea
Mo-Car Internacional	Mexico
United Technologies Automotive (Canada) Inc.	Canada
United Technologies Automotive Holdings, Inc.	Delaware
Societe Nationale D'Etude et de Construction De Hoteurs D'Aviation	France
Turboreactores, S.A. de C.V.	Mexico
United Technologies Automotive Holdings, Inc.	Delaware
Industrial Electrical Specialities, Inc.	Illinois
Essex International de Chichuahua, S.A. de C.V.	Spain
United Technologies Automotive (Canada) Inc.	Canada
United Technologies Furukawa Corporation	Delaware
Nord-Micro Elektronik Feinmechanik A.G.	West Germany
United Technologies Automotive GMBH	Germany
Carrier S.A.	France
Carrier Monaco S.A.M.	Monaco
Sari Maintenance S.A.	France
Technologies Maintenance Services	France
Societe de Froid Industriel S.A. (SDFI)	France
Profroid-Societe Provencale de Froid S.A.	France
Technologies Maintenance Services	France
Friqiking (France) S.A.	France
Carrier Frimar SRL	Italy

Name	State or Country of Incorporation
Ratier-Figeac S.A.	France
Societe Offranvillaise de Technologies, S.A.	France
Tranza Otis A.S.	Czechoslovakia
Middle East Propulsion Company	Saudi Arabia
Pratt & Whitney Ireland Holdings Ltd.	Ireland
Turbine Overhaul Services Pte. Ltd.	Singapore
Western Australian Specialty Alloys, Pty, Ltd.	Australia
Companhia Electromecanica	Brazil
Vaisala Technologies Inc., OY	Finland